

ARKANSAS STATE BOARD OF NURSING CENTENNIAL T-SHIRT DESIGN CONTEST



CONTEST GUIDELINES

- ◇ Only Arkansas licensed nurses or nursing students currently enrolled in an Arkansas nursing program are eligible to submit a design. ASBN Board members, staff and immediate relatives are not eligible.
- ◇ The design:
 - must incorporate the year 2013 and note it is the 100 year anniversary
 - may include line art and text, but no photographs
 - is for the back of the shirt and may encompass an area up to 8 inches by 10 inches
 - may have a maximum of three colors
 - must be your own original unpublished work and must not include any third-party logos or copyrighted material
- ◇ Only one entry per person

ENTRY SUBMISSION

- Deadline is 4:30 p.m. on September 7, 2012
- Only digital entries will be accepted (CD or jump drive)
- All entries must be submitted with a completed and signed entry form. The entry form is available on our website, www.arsbn.org

The winning design will be announced December 1, 2012, at the Ninth Annual Nursing Expo in Little Rock. A prize will be awarded to the winning designer and credit for creating the design will be published in the ASBN *Update*.

T-SHIRT ARTIST AGREEMENT

This Agreement is entered into between the Arkansas State Board of Nursing (ASBN), an Arkansas State Agency (Assignee) and _____ (Assignor). In consideration of the promises and obligations contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASBN and Assignor agree as follows:

1. **Work.** Assignor owns all proprietary rights, including copyrights, to the design of a certain original graphic work that was created for the ASBN T-Shirt Design Contest (the "Work"). A sample of the Work is attached hereto as Exhibit A.
2. **Assignment.** Assignor assigns, grants and delivers exclusively to ASBN all rights, titles and interests in and to the Work, and all copies and versions thereof, including all copyrights, patents, and trademarks, and renewals thereof, throughout the world. Assignor will execute and deliver to ASBN, or its successors and assigns, any further documentation ASBN requests for the purpose of establishing its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature, including copyrights, patents, and trademarks in and to the Work, and relating to the Work. Assignor constitutes and appoints ASBN as his/her agent to execute and deliver any assignments or documents that Assignor fails or refuses to execute and deliver, this power and agency being coupled with an interest and being irrevocable.
3. **Representations and Warranties.**
 - (a) **Third Party Rights.** Assignor hereby represents that he/she possesses the right, power, and authority to execute, perform, and deliver his/her obligations under this Agreement; and that the Work does not infringe the copyright, patent or trademark rights of any third party. Assignor further represents that the Work will not libel any third party, or otherwise violate or infringe any rights whatsoever of any third party, including, but not limited to, any rights to privacy.
 - (b) **No Transfer, License or Disclosure.** Assignor hereby represents that he/she has not transferred, sold, assigned or licensed any rights to the Work to any third party.
 - (c) **Indemnification.** Assignor shall indemnify and hold harmless ASBN, its affiliates, licensees, and assigns, and their respective officers and employees, from and against any and all claims that may arise as the result of or in connection with a breach or alleged breach by Assignor of its representations, warranties, or obligations under this Agreement.

4. **Miscellaneous.** If any term of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of the State of Arkansas. This Agreement constitutes the entire agreement between ASBN and Assignor with respect to the subject matter hereof and shall not be modified, amended or terminated except by another agreement in writing executed by the parties hereto. Winning the contest is contingent upon fulfilling all requirements set forth herein. The Arkansas State Board of Nursing reserves the right to final decision.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Arkansas State Board of Nursing

Name _____ License Number (if applicable) _____

Address _____
Street City State Zip

Phone _____ E-mail _____

Signature _____
(Assignor)

Date _____